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E-File: November 8, 2010

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Attorneys for Reorganized Debtors

**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF NEVADA**

In re:

**THE RHODES COMPANIES, LLC, aka**  
**“Rhodes Homes, et al.,<sup>1</sup>**  
**Debtors.**

Case No.: BK-S-09-14814-LBR  
 (Jointly Administered)

Chapter 11

Affects:

- ☐ All Debtors  
☒ Affects the following Debtor(s):

The Rhodes Companies, LLC 09-14814

Hearing Date: December 17, 2010  
 Hearing Time: 9:30 a.m.  
 Courtroom 1

<sup>1</sup> The Debtors in these cases, along with their case numbers are: Heritage Land Company, LLC (Case No. 09-14778); The Rhodes Companies, LLC (Case No. 09-14814); Tribes Holdings, LLC (Case No. 09-14817); Apache Framing, LLC (Case No. 09-14818); Geronimo Plumbing LLC (Case No. 09-14820); Gung-Ho Concrete LLC (Case No. 09-14822); Bravo, Inc. (Case No. 09-14825); Elkhorn Partners, A Nevada Limited Partnership (Case No. 09-14828); Six Feathers Holdings, LLC (Case No. 09-14833); Elkhorn Investments, Inc. (Case No. 09-14837); Jarupa, LLC (Case No. 09-14839); Rhodes Realty, Inc. (Case No. 09-14841); C & J Holdings, Inc. (Case No. 09-14843); Rhodes Ranch General Partnership (Case No. 09-14844); Rhodes Design and Development Corporation (Case No. 09-14846); Parcel 20, LLC (Case No. 09-14848); Tuscany Acquisitions IV, LLC (Case No. 09-14849); Tuscany Acquisitions III, LLC (Case No. 09-14850); Tuscany Acquisitions II, LLC (Case No. 09-14852); Tuscany Acquisitions, LLC (Case No. 09-14853); Rhodes Ranch Golf Country Club, LLC (Case No. 09-14854); Overflow, LP (Case No. 09-14856); Wallboard, LP (Case No. 09-14858); Jackknife, LP (Case No. 09-14860); Batcave, LP

**REORGANIZED DEBTORS' OBJECTION TO CLAIM NO. 46 FILED BY AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY, AUDUBON INSURANCE COMPANY, LEXINGTON INSURANCE COMPANY, INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA, NATIONAL UNION FIRE INSURANCE COMPANY AND CERTAIN OTHER ENTITIES RELATED TO CHARTIS, INC. PURSUANT TO SECTION 502(b) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 3003 AND 3007; DECLARATIONS OF BRUCE JORGENSEN AND JEFFREY NOLAN IN SUPPORT THEREOF**

Pursuant to section 502(b) of title 11 of the United States Code (the "Bankruptcy Code") and Rules 3003 and 3007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the above-captioned reorganized debtors (collectively, the "Reorganized Debtors") hereby object (the "Objection") to the claim (the "AIS Claim") of American International Specialty Lines Insurance Company, Audubon Insurance Company, Lexington Insurance Company, Insurance Company of the State of Pennsylvania, National Union Fire Insurance Company and Certain Other Entities Related to Chartis, Inc. (collectively, the "Claimant"), attached hereto as **Exhibit 1**, because the AIS Claim was filed in an unliquidated amount and Claimant has not provided any documentation in response to repeated requests from the Reorganized Debtors to attempt to prove up the AIS Claim. Furthermore, the Reorganized Debtors are unable to locate any records supporting any claim in favor of the AIS Claim. Therefore, the Reorganized Debtors request the entry of an order (the "Order") disallowing and expunging in full the AIS Claim.<sup>2</sup> In support of this Objection, the Reorganized Debtors rely on the *Declarations of Bruce Jorgensen and Jeffrey Nolan*. In further support of this Objection, the Reorganized Debtors respectfully represent as follows:

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(Case No. 09-14861); Chalkline, LP (Case No. 09-14862); Glynda, LP (Case No. 09-14865); Tick, LP (Case No. 09-14866); Rhodes Arizona Properties, LLC (Case No. 09-14868); Rhodes Homes Arizona, L.L.C. (Case No. 09-14882); Tuscany Golf Country Club, LLC (Case No. 09-14884); and Pinnacle Grading, LLC (Case No. 09-14887).

<sup>2</sup> The Debtors reserve the right to file additional objections, whether on substantive or non-substantive grounds, to any and all other claims filed against their estates.

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## **GENERAL BACKGROUND**

1                   2.       On March 31, 2009, the above-captioned Debtors (the “Primary Filers”) except  
2                   Tuscany Golf Country Club, LLC, Pinnacle Grading, LLC, and Rhodes Homes Arizona, LLC  
3                   (the “Secondary Filers”) filed voluntary petitions for relief under chapter 11 of title 11 of the  
4                   Bankruptcy Code. On April 1, 2009, the Secondary Filers filed voluntary petitions for relief  
5                   under chapter 11 of the Bankruptcy Code. All references to Petition Date herein shall mean  
6                   March 31, 2009 for the Primary Filers or April 1, 2009 for the Secondary Filers, as applicable.  
7

8                   2.       On August 5, 2009, AIS filed Claim No. 46 (the “AIS Claim”) (*See* Exhibit “1”,  
9                   attached to the Declaration of J. Nolan, filed concurrently herewith). The Claim asserts that AIS  
10                  provided Debtors with certain insurance coverage and attached a list of the policies commencing  
11                  October 1, 1998. The Claim asserts that “...the Debtors are obligated to pay AIS premiums,  
12                  deductibles, self-insured retention, reimbursement obligations, fees, expenses and other costs...”.  
13                  (AIS Claim, pg. 2, §5(a)) Claimant reserves the right to amend this proof of claim as such  
14                  amounts become liquidated. (AIS Claim, pg. 2, §5(a))  
15

16                  3.       On March 12, 2010, the Bankruptcy Court entered the *Proposed Findings of Fact,*  
17                  *Conclusions of Law, and Order* (the “Confirmation Order”) *Confirming the First Lien Steering*  
18                  *Committee’s Third Amended Modified Plan of Reorganization Pursuant to Chapter 11 of the*  
19                  *Bankruptcy Code for The Rhodes Companies, LLC, et al.* (the “Plan”).  
20

21                  4.       On April 1, 2010, the Effective Date under the Plan occurred. The Debtors are  
22                  operating as the Reorganized Debtors.

23                  5.       Pursuant to Article VI.B of the Plan, the Reorganized Debtors have authority to  
24                  object to claims.

## **ATTEMPTS TO RESOLVE THE AIS CLAIM**

25                  6.       In July 2010, counsel for Reorganized Debtors contacted the authorized  
26                  representative of AIS in an effort to informally resolve numerous claims by AIS including the  
27                  AIS Claim. As a result of these negotiations, AIS withdrew two administrative claims filed in  
28                  unliquidated amounts. *See* 09-14814 Docket No. 1281, and 09-14817 Docket No. 28. However,  
despite repeated requests to date, AIS has not responded substantively to the Reorganized

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Debtors with respect to any amount that may be owing under the AIS Claim, thus necessitating this Objection.

7. On August 31, 2010, counsel for Reorganized Debtors requested in writing that Claimant substantiate its unliquidated AIS Claim. (*See* Exhibit “2”, attached to the Declaration of J. Nolan) .

8. On at least three occasions in September 2010, counsel for Reorganized Debtors further requested that AIS respond with respect to the AIS Claim. (*See* Exhibit “3”, attached to the Declaration of J. Nolan filed concurrently herewith)

9. On September 23, 2010, counsel for Reorganized Debtors again requested that AIS substantiate the AIS Claim. The Reorganized Debtors specifically informed AIS that unless a response was forthcoming by September 27, 2010, this Objection would be filed. No substantive response was received to the September 23, 2010 email. (*See* Exhibit “3”, attached to the Declaration of J. Nolan, filed concurrently herewith.) In October 2010, an AIS representative did call back counsel for Reorganized Debtors and left a voicemail. Counsel for the Reorganized Debtors returned the voicemail on or about October 22, 2010 and requested again that AIS prove up its unliquidated claim to which no response has been received. *Id.*

10. Thus, the Reorganized Debtors have spent several months attempting to resolve the AIS Claim to no avail.

### **RELIEF REQUESTED**

11. By this Objection, the Debtors seek entry of an order, pursuant to section 502(b) of the Bankruptcy Code and Bankruptcy Rules 3003 and 3007, disallowing and expunging in full the AIS Claim.

### **OBJECTION**

#### **A. Burden of Proof**

12. All allegations set forth in a properly filed proof of claim are taken as true and, if the allegations set forth all facts necessary to establish a claim and are not self contradictory, the proof constitutes prima facie evidence of the validity and amount of the claim. 11 U.S.C. § 502(a); Fed. R. Bankr. P. 3001(f). However, it is fundamental Ninth Circuit law that a claimant

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1 must attach copies of writings upon which claims are based in order to carry its burden of  
 2 establishing a prima facie case against the debtor. *Hardin v. Gianni (In re King Investments*  
 3 *Inc.)*, 219 B.R. 848, 858 (B.A.P. 9th Cir. 1998). Further, a claim should not be allowed if that  
 4 claim is unenforceable against the debtor and property of the debtor, under any agreement or  
 5 applicable law. 11 U.S.C. § 502 (b)(1).

6 13. Once the objector raises “facts tending to defeat the claim by probative force  
 7 equal to that of the allegations of the proofs of claim themselves,” *Wright v. Holm (In re Holm)*,  
 8 931 F.2d 620, 623 (9th Cir. 1991), then “the burden reverts to the claimant to prove the validity  
 9 of the claim by a preponderance of the evidence.” *Ashford v. Consolidated Pioneer Mortgage*  
 10 *(In re Consolidated Pioneer Mortgage)*, 178 B.R. 222, 226 (B.A.P. 9th Cir. 1995), *aff’d*, 91 F.3d  
 11 151 (9th Cir. 1996). “[T]he ultimate burden of persuasion is always on the claimant.” *Holm*,  
 12 931 F.2d at 623. In considering an objection to a claim, a bankruptcy court may take judicial  
 13 notice of the underlying records in a bankruptcy case, including the debtor’s schedules.  
 14 *O’Rourke v. Seaboard Surety Co., (In re ER Fergert, Inc.)*, 887 F.2d 955, 957-958 (9th Cir.  
 15 1998).

16 14. In addition, Bankruptcy Rule 3001(c) provides that “[w]hen a claim, or an interest  
 17 in property of the debtor securing the claim, is based on a writing, the original or a duplicate  
 18 shall be filed with the proof of claim.” If the writing has been lost or destroyed, “a statement of  
 19 the circumstances of the loss or destruction shall be filed with the claim.” *Id.* Bankruptcy Rule  
 20 3001(d) further provides, “[i]f a security interest in property of the debtor is claimed, the proof of  
 21 claim shall be accompanied by evidence that the security interest has been perfected.” Official  
 22 Form 10, as prescribed by the Judicial Conference of the United States, also requires a creditor to  
 23 attach supporting documentation to the proof of claim. “[T]he documentation required by  
 24 Bankruptcy Rule 3001 and Official Form 10 allows the debtor . . . to have enough information to  
 25 fully determine whether or not a valid claim in the proper amount has been filed.” *In re*  
 26 *Armstrong*, 320 B.R. 97, 104 (N.D. Tex. 2005).

27 15. With certain exceptions, section 502(b) of the Bankruptcy Code requires, in  
 28 relevant part, that if a party in interest objects to a claim “the court, after notice and a hearing,

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shall determine the amount of such claim ... as of the date of the filing of the petition, and shall allow such claim in such amount, except to the extent that – (1) such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law for a reason other than because such claim is contingent or unmatured.” 11 U.S.C. § 502(b).

B. The Claimant Has Not Met Its Burden of Demonstrating the Validity of the AIS Claims

16. In the instant case, the Claimant has not met its burden of proof sufficient to establish the nature, extent, and/or validity of the AIS Claim. Indeed, the Claimant has not even established any amount outstanding in the AIS Claim. Only a properly filed proof of claim constitutes prima facie evidence of the validity and amount of the claim. Fed. R. Bankr. P. 3001(f); *see also In re Broadband Wireless International Corp.*, 295 B.R. 140, 145 (B.A.P. 10th Cir. 2003); *In re Lyndell Drop Forge Company*, 111 B.R. 137, 142-43 (Bankr. W.D. Mich. 1990). A properly filed proof of claim is a claim that sets forth the validity and amount of that claim. Fed. R. Bankr. P. 3001(f); *see also In re Harrison*, 987 F.2d 677, 680 (10th Cir. 1993); *In re Fergus Falls Woolen Mills Company*, 41 F. Supp. 355, 364 (D. Minn. 1941). A proof of claim that does not set forth a “liquidated amount” is not a properly filed proof of claim and, therefore, it is not entitled to be considered as prima facie evidentiary proof. *In re Lyndell Drop Forge Company*, 111 B.R. at 142. Further, the Reorganized Debtors have reviewed the books and records of The Rhodes Companies, LLC, and no amount is listed as outstanding with respect to the AIS Claim. (See Declaration of B. Jorgensen, filed concurrently herewith)

17. It is the claimant’s burden and obligation to provide all documentation supporting a claim upon debtor’s request. *In re Crowe*, 321 B.R. 729, 732 (Bankr. W.D. Wash. 2005) citing *In re Shank*, 315 B.R. 799, 816 (Bankr. N.D. Ga. 2004). Not only has the AIS Claim not been amended after the passage of over one year since the initial filing of the AIS Claim, but Debtors have made multiple requests for back-up documentation to no avail. The Debtors have little choice but to file the present Objection.

CONCLUSION

18. The Reorganized Debtors object to the allowance of the AIS Claim for the reasons stated herein, and the Reorganized Debtors hereby move this Court for an Order

1 disallowing and expunging in full the AIS Claim identified as the proof of claim attached hereto  
 2 as Exhibit 1. The Reorganized Debtors reserve their right to further review, evaluate, and  
 3 respond to any further amended AIS Claim that may be filed.

#### 4 **NOTICE**

5 19. Notice of this objection has been provided to (i) the Office of the United States  
 6 Trustee, (ii) AIS at the address listed on the AIS Claim, (iii) each person or entity that has filed a  
 7 notice of appearance and request for special notice, and (iv) other required parties pursuant to the  
 8 Court's case management order entered in these cases. The Reorganized Debtors submit that in  
 9 light of the nature of the relief requested herein, no other or further notice is required.

10 20. Pursuant to Bankruptcy Rule 3007, the Reorganized Debtors have provided  
 11 Claimant with at least thirty (30) days' notice of the hearing on the Objection.

12 WHEREFORE, the Reorganized Debtors respectfully request that the Court enter an  
 13 Order, substantially in the form attached hereto, disallowing and expunging the AIS Claim, and  
 14 granting such other and further relief as the Court deems just and proper.

15  
 16 **DATED** this 8th day of November, 2010.

17  
 18 **LARSON & STEPHENS**

19 /s/ Zachariah Larson, Esq.  
 20 Zachariah Larson, Bar No. 7787  
 21 Kyle O. Stephens, Bar No. 7928  
 22 810 S. Casino Center Blvd., Suite 104  
 23 Las Vegas, NV 89101  
 24 702/382-1170  
 25 Attorneys for Reorganized Debtors  
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**DECLARATION OF BRUCE JORGENSEN IN SUPPORT OF DEBTORS'  
OBJECTION TO AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE  
COMPANY, AUDUBON INSURANCE COMPANY, LEXINGTON INSURANCE  
COMPANY, INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA,  
NATIONAL UNION FIRE INSURANCE COMPANY AND CERTAIN OTHER  
ENTITIES RELATED TO CHARTIS, INC.'S CLAM**

I, Bruce Jorgensen, declare as follows:

1. I am the General Counsel of the above-captioned reorganized debtors (the "Reorganized Debtors"). The facts set forth in this Declaration are personally known to me and, if called as a witness, I could and would testify thereto.

2. This declaration is submitted in support of the *Reorganized Debtors'* *Objection to Claim of American International Specialty Lines Insurance Company, Audubon Insurance Company, Lexington Insurance Company, Insurance Company of the State of Pennsylvania, National Union Fire Insurance Company and Certain Other Entities Related to Chartis, Inc.)* (the "Objection").

3. I am one of the persons responsible for overseeing the claims reconciliation and objection process for the Reorganized Debtors. I have read the Objection and am directly, or by and through my personnel or agents, familiar with the information contained therein, the exhibits attached thereto, and the proposed form of order.

4. The AIS Claim was carefully reviewed and analyzed in good faith, and the Debtors' books and records were referenced for additional support, utilizing due diligence by appropriate personnel of the Reorganized Debtors. We found no amount billed to the Debtors or the Reorganized Debtors as outstanding under the AIS Claim, nor evidence of any amount outstanding on account of the AIS Claim.

5. I believe that granting the relief requested in the Objection is in the best interests of the Debtors, their estates and their creditors.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 8th day of November, 2010, at Las Vegas, Nevada.

/s/Bruce Jorgensen

Bruce Jorgensen

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1           **DECLARATION OF JEFFERY P. NOLAN IN SUPPORT OF REORGANIZED**  
2           **DEBTORS' OBJECTION TO AMERICAN INTERNATIONAL SPECIALTY LINES**  
3           **INSURANCE COMPANY, AUDUBON INSURANCE COMPANY, LEXINGTON**  
4           **INSURANCE COMPANY, INSURANCE COMPANY OF THE STATE OF**  
5           **PENNSYLVANIA, NATIONAL UNION FIRE INSURANCE COMPANY AND**  
6           **CERTAIN OTHER ENTITIES RELATED TO CHARTIS, INC.'S CLAM**

7           I, Jeffrey P. Nolan, declare as follows:

8           1.       I am an attorney at law duly licensed to practice before all courts in the State of  
9           California and in this District. I am an attorney with the law firm of Pachulski Stang Ziehl &  
10          Jones LLP, attorneys of record for the Reorganized Debtor. The facts stated herein are of my  
11          own personal knowledge, or made known to me from a review of the files and pleadings in this  
12          action which are maintained in the ordinary course of business. If called upon as a witness to  
13          any facts set forth herein, I could and would competently testify thereto.

14          2.       Attached here to as **Exhibit 1** is a true and correct copy of Claim No. 46 filed by  
15          American International Specialty Lines Insurance Company, Audubon Insurance Company,  
16          Lexington Insurance Company, Insurance Company of the State of Pennsylvania, National  
17          Union Fire Insurance Company and Certain Other Entities Related to Chartis, Inc.

18          3.       In July 2010, I contacted the authorized representative of AIS in an effort to  
19          informally resolve numerous claims by AIS including the AIS Claim. As a result of these  
20          negotiations, AIS withdrew two administrative claims filed in unliquidated amounts. *See* 09-  
21          14814 Docket No. 1281, and 09-14817 Docket No. 28. However, despite repeated requests by  
22          me to date, AIS has not responded substantively with respect to any amount that may be owing  
23          under the AIS Claim.

24          4.       I requested an itemization of damages or documentation in support of the  
25          assertion that premiums, deductibles, costs, etc. were due under the various policies of insurance  
26          identified in the AIS Claim in the Summer of 2010.

27          5.       Attached hereto as **Exhibit 2** is a true and correct copy of email dated August 31,  
28          2010, wherein I requested the formal position of Claimant with respect to the AIS Claim.

            6.       Attached hereto as **Exhibit 3** is a true and correct copy of a string of emails dated  
            September 10, 2010, and September 23, 2010 wherein I requested an itemization of damages,

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1 back-up documentation for the Claim or alternatively the Claim be withdrawn. I have not  
2 received a substantive response to my September 10, 2010 email or any subsequent request  
3 thereafter.

4 7. In October 2010, Robyn Wellbrook, an AIS representative, did call me back and  
5 left a voicemail. I returned the voicemail on or about October 22, 2010 and requested again that  
6 AIS prove up its unliquidated claim. I have received no response to my voicemail as of the time  
7 of the filing of this Objection.

8 I declare under penalty of perjury of the laws of the United States that the foregoing is  
9 true and correct.

10 Executed this 8th day of November, 2010, at Los Angeles, California.

11  
12 /s/ Jeffrey P. Nolan

13 Jeffrey P. Nolan  
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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA

In re:

THE RHODES COMPANIES, LLC, aka  
"Rhodes Homes," et al.,<sup>1</sup>  
Debtors.

Case No.: BK-S-09-14814-LBR  
(Jointly Administered)

Chapter 11

Affects:

- ☐ All Debtors  
☒ Affects the following Debtor(s):  
The Rhodes Companies, LLC 09-14814

Hearing Date: December 17, 2010  
Hearing Time: 9:30 a.m.  
Courtroom 1

**[PROPOSED] ORDER SUSTAINING DEBTORS' OBJECTION TO AMERICAN  
INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY, AUDUBON  
INSURANCE COMPANY, LEXINGTON INSURANCE COMPANY, INSURANCE  
COMPANY OF THE STATE OF PENNSYLVANIA, NATIONAL UNION FIRE  
INSURANCE COMPANY AND CERTAIN OTHER ENTITIES RELATED TO  
CHARTIS, INC. PURSUANT TO SECTION 502(b) OF THE BANKRUPTCY CODE  
AND BANKRUPTCY RULES 3003 AND 3007 [AIS CLAIM]**

<sup>1</sup> The Debtors in these cases, along with their case numbers are: Heritage Land Company, LLC (Case No. 09-14778); The Rhodes Companies, LLC (Case No. 09-14814); Tribes Holdings, LLC (Case No. 09-14817); Apache Framing, LLC (Case No. 09-14818); Geronimo Plumbing LLC (Case No. 09-14820); Gung-Ho Concrete LLC (Case No. 09-14822); Bravo, Inc. (Case No. 09-14825); Elkhorn Partners, A Nevada Limited Partnership (Case No. 09-14828); Six Feathers Holdings, LLC (Case No. 09-14833); Elkhorn Investments, Inc. (Case No. 09-14837); Jarupa, LLC (Case No. 09-14839); Rhodes Realty, Inc. (Case No. 09-14841); C & J Holdings, Inc. (Case No. 09-14843); Rhodes Ranch General Partnership (Case No. 09-14844); Rhodes Design and Development Corporation (Case No. 09-14846); Parcel 20, LLC (Case No. 09-14848); Tuscany Acquisitions IV, LLC (Case No. 09-14849); Tuscany Acquisitions III, LLC (Case No. 09-14850); Tuscany Acquisitions II, LLC (Case No. 09-14852); Tuscany Acquisitions, LLC (Case No. 09-14853); Rhodes Ranch Golf Country Club, LLC (Case No. 09-14854); Overflow, LP (Case No. 09-14856); Wallboard, LP (Case No. 09-14858); Jackknife, LP (Case No. 09-14860); Batcave, LP (Case No. 09-14861); Chalkline, LP (Case No. 09-14862); Glynda, LP (Case No. 09-14865); Tick, LP (Case No. 09-14866); Rhodes Arizona Properties, LLC (Case No. 09-14868); Rhodes Homes Arizona, L.L.C. (Case No. 09-14882); Tuscany Golf Country Club, LLC (Case No. 09-14884); and Pinnacle Grading, LLC (Case No. 09-14887).

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Upon consideration of the *Reorganized Debtors' Objection To Claim No. 46 Filed By American International Specialty Lines Insurance Company, Audubon Insurance Company, Lexington Insurance Company, Insurance Company Of The State Of Pennsylvania, National Union Fire Insurance Company And Certain Other Entities Related To Chartis, Inc. Pursuant To Section 502(B) Of The Bankruptcy Code And Bankruptcy Rules 3003 And 3007's [AIS Claim]* [Docket No. \_\_\_\_] (the "Objection"),<sup>2</sup> filed by above-captioned reorganized debtors (collectively, the "Debtors"), requesting that the Court enter an order disallowing and expunging in full the AIS Claims; and the Court having jurisdiction to consider the Objection and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Objection; the Court hereby finds and determines that, pursuant to Rule 3007 of the Federal Rules of Bankruptcy Procedure, due and proper notice has been provided to the holder of the Claim attached as Exhibit 1 to the Objection and all other parties entitled to notice; and no other or further notice is necessary; and the relief requested in the Objection is in the best interests of the Debtors, their estates and creditors; and that the legal and factual bases set forth in the Objection establishes just cause for the relief requested therein; therefore

IT IS HEREBY ORDERED THAT:

1. Claim No. 46 filed in an unliquidated amount in Case No. 09-14814 against The Rhodes Companies, LLC by American International Specialty Lines Insurance Company, Audubon Insurance Company, Lexington Insurance Company, Insurance Company Of The State Of Pennsylvania, National Union Fire Insurance Company And Certain Other Entities Related To Chartis, Inc. is hereby disallowed and expunged in full.

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Second Omnibus Objection.

2. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Submitted by:

DATED this \_\_\_\_ day of \_\_\_\_\_, 2010.

By: /s/ Zachariah Larson

LARSON & STEPHENS

Zachariah Larson, Esq. (NV Bar No 7787)

Kyle O. Stephens, Esq. (NV Bar No. 7928)

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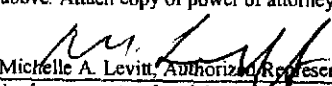
*Attorneys for Reorganized Debtors*

LARSON & STEPHENS  
810 S. Casino Center Blvd., Suite 104  
Las Vegas, Nevada 89101  
Tel: (702) 382-1170 Fax: (702) 382-1169

# EXHIBIT 1

**ORIGINAL**

B10 (Official Form 10) (12/08)

<b>UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA (LAS VEGAS)</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: The Rhodes Companies, LLC		Case Number: 09-14814
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): American International Specialty Lines Insurance Company, Audubon Insurance Company, Insurance Company of the State of Pennsylvania, Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh, PA, and certain other entities related to Chartis, Inc.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: Commercial Insurance Bankruptcy Collections Michelle A. Levitt, Authorized Representative 175 Water Street, 18 <sup>th</sup> Floor New York, New York 10038 Telephone number: (212) 458-6777		Court Claim Number: _____ (If known)
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number:		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
<b>1. Amount of Claim as of Date Case Filed:</b> <u>\$Unliquidated</u> *Subject to Adjustment (See Attachment). If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a).</b> If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.
<b>2. Basis for Claim:</b> <u>Other- See Attachment.</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
<b>3. Last four digits of any number by which creditor identifies debtor:</b> <u>See Attachment.</u> <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -- 11 U.S.C. § 507 (a)(4).
<b>4. Secured Claim</b> (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>Right of Setoff- See Attachment.</u>  Value of Property: \$ _____ Annual Interest Rate _____ %  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: <u>\$Unliquidated</u> * Amount Unsecured: <u>\$Unliquidated</u> * * Subject to Adjustment (See Attachment).		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units -- 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		<b>Amount entitled to priority:</b> \$ _____
<b>7. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: 8/4/2009	<b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.   Michelle A. Levitt, Authorized Representative	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. § 1519.

By United Management Group, Claims Agent  
For U.S. Bankruptcy Court  
District of Nevada

FOR COURT USE ONLY

**FILED**

AUG 05 2009

4600





whether or not specifically listed or described in the attached documents. Nothing in this description of the bond programs is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any bond. Should Claimant be called upon to pay on any such bond, Claimant may amend this proof of claim to assert a claim on account of such payment.

5. **Components of this Claim.**

(a) **Unliquidated Claim for the Insurance Program.** Pursuant to the Insurance Program, the Debtors entered into certain agreements and are obligated to pay to Claimant, among other things, certain premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and related costs. Such amounts constitute the Claimant's unliquidated claim. When the amount of premiums, deductibles, fees, expenses and other costs due under the Insurance Program, including, without limitation, damages that may arise from the rejection of the Insurance Program or any part thereof, are liquidated or determined, such amounts shall become a liquidated claim. Claimant reserves the right to amend this proof of claim as such amounts become liquidated.

(b) **Other Insurance or Services.** To the extent Claimant provides or provided any other or different insurance (including excess coverages or renewals of the Insurance Program), or other services to the Debtors, either included within or in addition to the Insurance Program, Claimant hereby asserts a claim for all obligations of the Debtors to Claimant arising thereunder, including, without limitation, premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and other costs arising from such transactions, or from funds advanced or to be advanced on the Debtors' behalf. Additionally, Claimant reserves the right to amend this proof of claim to assert further amounts due or particulars in connection therewith.

(c) **Bond Obligations.** To the extent of any bonds outstanding, the Debtors agreed to pay to Claimant, among other things, any and all loss and expense, including, without limitation, attorneys' fees, incurred by Claimant by reason of having issued any such bonds, and losses incurred as a result of the issuance of any bonds. The amount presently due Claimant with respect to any bonds is unliquidated and untabulated.

(d) **Quantum Meruit.** To the extent any Debtor received a benefit from insurance or from bonds provided by Claimant, such Debtor is obligated to pay Claimant for the value of the benefits received.

(e) **Joint Liability.** Should it be established in these bankruptcy cases or otherwise that any of the Debtors have liability for the obligations of any of the other Debtors, then this claim asserts the same claim as Claimant asserted against each such Debtor against such other Debtor.

(f) **Indemnity Obligations.** In the event Debtors have entered into any agreement with Claimant pursuant to which Debtors have a duty to indemnify Claimant, claim is made herein for such right to indemnity.

(g) **Other.** In connection with the foregoing, the Debtors also may be liable to Claimant by virtue of relevant principles of contract and common law relating to, among other things, subrogation, suretyship, indemnification or contribution.

6. **Right of Recoupment.** Claimant asserts the right to use funds paid to it on account of, among other things, the Insurance Program to recoup obligations of the Debtors arising from, among other things, the Insurance Program.

7. **Security.** To the extent Claimant holds any cash or other collateral as security for its claim, regardless of whether such cash or collateral is property of the Debtors' estates, Claimant asserts a secured claim and/or a right of setoff and reserves its rights to collect against same by recoupment and/or setoff. Alternatively or in addition, to the extent Claimant holds an interest in any property of the Debtors, Claimant asserts a security interest in same.

8. **Interest.** Claimant claims all rights to claim interest to the extent permitted by law, including post-petition interest other extent such interest is secured. To the extent this claim is unliquidated, appropriate interest (if any) remains unliquidated at this time. In preparing any attached tabulation of a liquidated claim, we will endeavor to include a tabulation of applicable interest to the extent dates of accrual of obligations can be readily ascertained. Claimant reserves the right to amend such calculations and to claim additional interest as facts are learned, data compiled, and/or unliquidated claims become liquidated.

9. As indicated above, supporting documents for this claim are voluminous and certain such documents, including policies of insurance, are not attached.

10. Claimant also asserts an administrative expense claim for all services provided, risks insured or occurrences occurring after the Petition Date, all or a portion of which may be set forth in this proof of claim. To the extent any amounts set forth herein are entitled to administrative expense status, Claimants reserve the right to assert such status.

11. The filing of this Proof of Claim is not intended to waive any right to arbitration. Claimant(s) expressly reserve the right to seek arbitration of any dispute arising in connection with this claim. To the extent of any pre-existing arbitration agreement, this court's jurisdiction to resolve disputes should be limited to referring such disputes to arbitration and enforcing any arbitration award.

12. In executing and filing this proof of claim, Claimant: (i) does not submit itself to the jurisdiction of this Court for any purpose other than with respect to said claim; (ii) does not waive any right or rights that it has or may have against any other persons liable for all or part of the claim set forth herein; (iii) expressly reserves the right to the extent permitted by law to amend or supplement this proof of claim in any respect; (iv) expressly reserves the right to assert all claims, causes of action, defenses, offsets or counterclaims; and (v) expressly

reserves the right to contest insurance coverage in the event of each or any claim that may be tendered by Debtors for Coverage.

Dated: August 4, 2009

**PENALTY FOR PRESENTING FRAUDULENT CLAIMS: Fine of not more than \$500,000.00 or imprisonment for not more than five years, or both. Title 18, U.S.C. §§152 and 3571.**

## DEBTORS' LIST

1.	The Rhodes Companies, LLC	#09-14814
2.	Heritage Land Company, LLC	#09-14778
3.	Tribes Holdings, LLC	#09-14817
4.	Apache Framing, LLC	#09-14818
5.	Geronimo Plumbing LLC	#09-14820
6.	Gung-Ho Concrete, LLC	#09-14822
7.	Bravo, Inc. aka Rhodes Framing	#09-14825
8.	Elkhorn Partners, a Nevada Limited Partnership	#09-14828
9.	Six Feathers Holdings, LLC	#09-14833
10.	Elkhorn Investments, Inc.	#09-14837
11.	Jarupa, LLC	#09-14839
12.	C & J Holdings, Inc. aka Neighborhood Association Group	#09-14843
13.	Rhodes Design and Development Corporation aka Rhodes Homes	#09-14846
14.	Parcel 20, LLC	#09-14848
15.	Tuscany Acquisitions IV, LLC	#09-14849
16.	Tuscany Acquisitions III, LLC	#09-14850
17.	Tuscany Acquisitions II, LLC	#09-14852
18.	Tuscany Acquisitions, LLC	#09-14853
19.	Rhodes Ranch Golf and Country Club, LLC aka Rhodes Ranch Golf Club	#09-14854
20.	Overflow, LP	#09-14856
21.	Wallboard, LP	#09-14858

22.	Jackknife, LP	#09-14860
23.	Chalkline, LP	#09-14862
24.	Glynda, LP	#09-14865
25.	Tick, LP	#09-14866
26.	Rhodes Arizona Properties, LLC	#09-14868
27.	Rhodes Homes Arizona, LLC	#09-14882
28.	Tuscany Golf Country Club, LLC aka Tuscany Golf Club	#09-14884
29.	Pinnacle Grading, LLC	#09-14887
30.	Rhodes Realty, Inc.	#09-14841
31.	Rhodes Ranch General Partnership	#09-14844
32.	Batcave, LP	#09-14861

## The Rhodes Companies, LLC (Jointly Administered)

The Rhodes Companies, LLC (Jointly Administered)							
Policy Number	State	City	Company Name	Insurance Company	Policy Type	Effective Date	Expiration Date
00000888658	52	PHOENIX	CAEX GUNG HO CONCRETE LLC	AI SPECIALTY LINES INSURANCE COMPANY	68 - EXCESS SMALL	2004-07-30	2005-07-01
00007528963	05	LOS ANG	GLEX PINNACLE GRADING LLC	INSURANCE COMPANY OF THE STATE OF P	75 - EXCESS CONST	2008-05-08	2009-05-08
00007275359	05	LOS ANG	GLEX PINNACLE GRADING LLC	INSURANCE COMPANY OF THE STATE OF P	75 - EXCESS CONST	2007-05-08	2008-05-08
00007541956	05	LOS ANG	GLEX PINNACLE GRADING, LLC	INSURANCE COMPANY OF THE STATE OF P	75 - EXCESS CONST	2009-05-08	2010-05-08
00000803804	34	HOME OF	IM-P ELKHORN INVESTMENT	AUDUBON INSURANCE COMPANY	45 - AIG CI CORPOR	2003-03-04	2007-03-11
00001323840	38	WESTER	IGL RHODES DESIGN & DE	LEXINGTON INSURANCE COMPANY	92 - CASUALTY	2003-10-01	2004-10-01
00001320583	38	WESTER	IGL RHODES DESIGN & DE	LEXINGTON INSURANCE COMPANY	92 - CASUALTY	2002-10-01	2003-10-01
00005359922	38	WESTER	IGL RHODES DESIGN & DE	LEXINGTON INSURANCE COMPANY	92 - CASUALTY	1999-10-01	2000-10-01
00005352778	38	WESTER	IGL RHODES DESIGN & DE	LEXINGTON INSURANCE COMPANY	92 - CASUALTY	2000-10-01	2001-10-01
00001855801	34	HOME OF	AVOM RHODES DESIGN & DEVELOPMENT CO	NATIONAL UNION FIRE INS. CO. OF PITTSBU	14 - AIG AVIATION - I	2005-04-25	2007-05-02
00002063585	05	LOS ANG	GLEX RHODES DESIGN & DEVELOPMENT CORP.	INSURANCE COMPANY OF THE STATE OF P	75 - EXCESS CONST	2006-01-31	2009-01-31
00007411602	05	LOS ANG	WC RHODES DESIGN & DEVELOPMENT CORP.	AI SPECIALTY LINES INSURANCE COMPANY	30 - EXCESS NATION	2000-11-15	2003-11-15
00007414707	05	LOS ANG	GLEX RHODES DESIGN & DEVELOPMENT CORP.	AI SPECIALTY LINES INSURANCE COMPANY	81 - EXCESS CORPO	2003-11-01	2004-10-01
00007414284	05	LOS ANG	WC RHODES DESIGN & DEVELOPMENT CORP.	AI SPECIALTY LINES INSURANCE COMPANY	81 - EXCESS CORPO	2002-10-01	2003-10-01
00005359998	38	WESTER	IGL RHODES DESIGN & DEVELOPMENT CORP.	LEXINGTON INSURANCE COMPANY	92 - CASUALTY	2001-10-01	2002-10-01
00005352774	38	WESTER	IGL RHODES DESIGN & DEVELOPMENT CORP.	LEXINGTON INSURANCE COMPANY	92 - CASUALTY	1999-10-01	2000-10-01
00007414208	52	PHOENIX	GLEX RHODES DESIGN & DEVELOPMENT, CORP	AI SPECIALTY LINES INSURANCE COMPANY	81 - EXCESS CORPO	2001-10-01	2002-10-01
00005686492	05	LOS ANG	GLEX RHODES DESIGN & DEVELOPMENT, ETAL	INSURANCE COMPANY OF THE STATE OF P	75 - EXCESS CONST	2007-10-01	2010-10-01
00007013036	52	PHOENIX	GLEX RHODES DESIGN & DEVELOPMENT, I	NATIONAL UNION FIRE INS. CO. OF PITTSBU	81 - EXCESS CORPO	1999-10-01	2000-10-01
00003577608	52	PHOENIX	GLEX RHODES DESIGN & DEVELOPMENT, INC.	NATIONAL UNION FIRE INS. CO. OF PITTSBU	81 - EXCESS CORPO	1998-10-01	1999-10-01
00007398542	52	PHOENIX	GLEX RHODES DESIGN & DEVELOPMENT, IN	NATIONAL UNION FIRE INS. CO. OF PITTSBU	81 - EXCESS CORPO	2000-10-01	2001-10-01



CHARTIS, INC.  
175 WATER STREET, 18<sup>TH</sup> FLOOR  
NEW YORK, NEW YORK 10038

August 4, 2009

VIA OVERNIGHT MAIL

Omni Management Group, LLC  
16501 Ventura Boulevard  
Suite 440  
Encino, California 91436

Re: The Rhodes Companies, LLC.  
Case Number: 09-14814

**FILED**

**AUG 05 2009**

By Omni Management Group, Claims Agent  
For U.S. Bankruptcy Court  
District of Nevada

To whom this may concern:

Enclosed please find one original and two copies of a Proof of Claim for the case mentioned above. Please file the original in the Court file, kindly have the copies stamped "Filed", and return the copies in the enclosed self-addressed stamped envelope.

If you have any questions, please do not hesitate to contact me at (212) 458-7012.  
Thank you for your cooperation in this matter.

Sincerely,



Robyn Wellbrock  
Litigation Paralegal

# EXHIBIT 2

**Rolanda Mori**

---

**From:** Jeffrey P. Nolan  
**Sent:** Wednesday, October 06, 2010 11:36 AM  
**To:** Rolanda Mori  
**Subject:** Exhibit 1 to Objection(no need to print out attachment)

**Attachments:** #94-1 .pdf; #7 .pdf



#94-1 .pdf (152 KB)



#7 .pdf (300 KB)

-----Original Message-----

From: Jeffrey P. Nolan  
Sent: Tuesday, August 31, 2010 12:09 PM  
To: 'Wellbrock, Robyn'  
Subject: FW: Emailing: #94-1 .pdf, #7 .pdf

Robyn:

Thank you for the message.

The two referenced admin claims/Applications look identical but they have been assigned two different #'s.

We need to get your position on the claim filed by Michelle for AMERICAN INT'L SPECIALTY LINES INSURANCE CO ET AL. Please call or have Michele call me this week so I do not file the objection and we can determine the status.

Jeffrey P. Nolan  
Pachulski Stang Ziehl & Jones LLP  
10100 Santa Monica Blvd., 11th Floor  
Los Angeles, California 90067-4100  
Tel: 310.277.6910 | Fax: 310.201.0760  
jnolan@pszjlaw.com  
www.pszjlaw.com

Los Angeles | San Francisco | Wilmington, DE | New York

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-----Original Message-----

From: CopyroomLA  
Sent: Tuesday, August 31, 2010 12:00 PM  
To: Jeffrey P. Nolan  
Subject: Emailing: #94-1 .pdf, #7 .pdf

The message is ready to be sent with the following file or link attachments:

#94-1 .pdf  
#7 .pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

# EXHIBIT 3

**Rolanda Mori**

---

**From:** Jeffrey P. Nolan  
**Sent:** Wednesday, October 06, 2010 11:39 AM  
**To:** Rolanda Mori  
**Subject:** FW: Rhodes-Claim No. 46

---

**From:** Jeffrey P. Nolan  
**Sent:** Thursday, September 23, 2010 2:55 PM  
**To:** 'Fish, Aleksandra'; 'michelle.levitt@chartisinsurance.com'  
**Subject:** RE: Rhodes-Claim No. 46

Dear Ms. Levitt & Ms. Fish:

It has been over a week since we exchanged e-mails last and a number of months since I first called Chartis about proof of claim #94 of American Specialty. I have provided the claim to Chartis on a number of occasions. I have similarly asked for documentation evidencing any amounts owed under the claim as the claim is filed for an unliquidated amount.

To date I have received no documents responsive to my request. The Debtor filed bankruptcy on March 31, 2009. The claim was filed on May 3, 2010. Notwithstanding the cooperative tone you have evinced to date, I simply disagree that the Claim can remain as an unliquidated claim for eternity. As such, absent the withdrawal of the claim, or a response outlining the damages sustained as supported by the appropriate documentation, we will file an objection on September 27, 2010.

As you know, it is the claimant's burden and obligation to provide all documentation supporting the claim upon debtor's request. *In re Crowe*, 321 B.R. 729, 732 (Bankr. W.D. Wash. 2005) citing *In re Shank*, 315 B.R. 799, 816 (Bankr. N.D. Ga. 2004). As I have stated, the case is drawing to a close and we simply cannot wait any longer for the claim to be documented without a reasonable conclusion in sight.

Regards,

Jeffrey P. Nolan  
Pachulski Stang Ziehl & Jones LLP  
10100 Santa Monica Blvd., 11th Floor  
Los Angeles, California 90067-4100  
Tel: 310.277.6910 | Fax: 310.201.0760  
jnolan@pszjlaw.com  
[www.pszjlaw.com](http://www.pszjlaw.com)

Los Angeles | San Francisco | Wilmington, DE | New York

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10/7/2010

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**From:** Jeffrey P. Nolan  
**Sent:** Wednesday, September 15, 2010 2:50 PM  
**To:** 'Fish, Aleksandra'  
**Subject:** RE: Rhodes

Can you check in with Michelle Levitt? In light of the chartis reconciliation, I don't see how this issue has not come up

---

**From:** Fish, Aleksandra [mailto:Aleksandra.Fish@chartisinsurance.com]  
**Sent:** Wednesday, September 15, 2010 7:04 AM  
**To:** Jeffrey P. Nolan  
**Cc:** Fish, Aleksandra  
**Subject:** RE: Rhodes

Mr. Nolan - I am still looking into this matter. Since I do not have access to Robyn's emails, this is taking me longer than anticipated. I will contact you as soon as I gather more information.

---

**From:** Jeffrey P. Nolan [mailto:jnolan@pszjlaw.com]  
**Sent:** Tuesday, September 14, 2010 2:56 PM  
**To:** Fish, Aleksandra  
**Subject:** RE: Rhodes

Any update?

---

**From:** Jeffrey P. Nolan  
**Sent:** Friday, September 10, 2010 9:15 AM  
**To:** 'aleksandra.fish@chartisinsurance.com'  
**Subject:** RE: Rhodes

Alek:

Thank you for discussing the claim with me this morning. I realize you are picking it up for the first time and no promises are taken away from our discussion.

It is merely an assumption, but I would think that as part of resolving the withdrawal of claim #7 & 94, the audit would also have resolved any issue with the withdrawal of Claim #46.

I would appreciate bringing this to Michelle's attention and look forward to hearing from you on Monday.

Jeffrey P. Nolan  
Pachulski Stang Ziehl & Jones LLP  
10100 Santa Monica Blvd., 11th Floor  
Los Angeles, California 90067-4100  
Tel: 310.277.6910 | Fax: 310.201.0760  
jnolan@pszjlaw.com  
[www.pszjlaw.com](http://www.pszjlaw.com)

Los Angeles | San Francisco | Wilmington, DE | New York

10/7/2010



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**From:** Jeffrey P. Nolan  
**Sent:** Friday, September 10, 2010 9:01 AM  
**To:** 'aleksandra.fish@chartisinsurance.com'  
**Subject:** Rhodes